

**TABLE IV-1**

**Cost Breakdown for Phase I, Category III  
Twitchell and Bradford Island Restoration Projects**

## Project Totals Summary Sheet

**Total Costs - WITH COST SHARING**

**Table IV-1, Cost Breakdown for Phase 1, Category 3 - Twitchell & Bradford Island Restoration Projects**  
**NHI Summary Sheet 1**

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits, Dollars	Overhead Labor (General Admin and Fee), \$	Labor Subtotal by Task, Dollars	Service Contracts, Dollars	Material and Acquisition Contracts, Dollars	Miscellaneous and Other Direct Costs, Dollars	Total Cost, \$1000
<b>Phase 1 - Category 3 Project Proposed Tasks</b>								
1. Research								
a. Biomass accretion & beneficial reuse of dredged mat'l								
b. Water Quality Issues, including THM								
2. Establish Baseline Conditions								
a. Gather and assess information								
b. Develop topographic & bathymetric data & maps								
c. Develop baseline conditions								
3. Complete CEQA Requirements								
a. Conduct impact assessments								
b. Prepare EIR								
4. Obtain Permits								
5. Acquire Twitchell & Bradford Island Project Sites								
a. Appraisal								
b. Negotiate and prepare contracts								
c. Purchase Twitchell Project Site & Bradford Island								
6. Perform feasibility design analyses								
a. Geotechnical								
b. Estuarine hydrodynamics								
c. Sediment transport processes								
d. Assess reuse of dredged mat'l								
e. Perform feasibility design assessments								
f. Conduct local site monitoring for design								
7. Select alternative & complete final designs								
a. Complete final designs								
b. Prepare plans and specifications								
8. Implement Project								
a. Prepare bid docs and select contractor								
b. Construct Twitchell Is. Project								
c. Initiate Project O & M								
9. Project coordination and administration								
a. DWR management & administration								
b. Management committee activities	240	14400	5100	19500			4500	24
c. Inter-ag'cy, LTMS & CalFed coordination	100	6000	1500	7500			2500	10
d. Disseminate public information, Tech Transfer	100	6000	1500	7500			2500	10
e. Plan Phase 2 projects for Twitchell & Bradford	100	6000	1500	7500			2500	10
10. Monitoring								
a. Design project monitoring program								
b. Implement monitoring program								
i-a. Biological monitoring (terrestrial)								
i-b. Benthic and aquatic monitoring								
ii. fluvial processes								
iii. Beneficial reuse of dredged mat'ls								
iv. Water quality								
11. Reporting								
a. Interim reporting	300	18000	7500	25500			4500	30
b. Draft & Final Project summary reports								
c. Conference & symposium proceedings	150	9000	3750	12750			2250	15
<b>Totals</b>	<b>Total Hrs</b> 990	\$59,400	\$20,850	\$80,250			\$18,750	<b>Total Dollars</b> \$99,000

**Table IV-1, Cost Breakdown for Phase 1, Category 3 - Twitchell & Bradford Island Restoration Projects  
S. Deverel Summary Sheet 2**

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits, Dollars	Overhead Labor (General Admin and Fee), \$	Labor Subtotal by Task, Dollars	Service Contracts, Dollars	Material and Acquisition Contracts, Dollars	Miscellaneous and Other Direct Costs, Dollars	Total Cost, \$1000
<b>Phase 1 - Category 3 Project; Proposed Tasks</b>								
<b>1. Research</b>								
a. Biomass accretion & beneficial reuse of dredged mat'l	780	39000	39000	78000			14100	92.100
b. Water Quality Issues, including THM	2418	78750	78750	157500	75000	86000	16100	334.600
<b>2. Establish Baseline Conditions</b>								
a. Gather and assess information	330	12870	12870	25740				25.740
b. Develop topographic & bathymetric data & maps								
c. Develop baseline conditions	460	19320	19320	38640				38.640
<b>3. Complete CEQA Requirements</b>								
a. Conduct impact assessments								
b. Prepare EIR								
<b>4. Obtain Permits</b>								
<b>5. Acquire Twitchell &amp; Bradford Island Project Sites</b>								
a. Appraisal								
b. Negotiate and prepare contracts								
c. Purchase Twitchell Project Site & Bradford Island								
<b>6. Perform feasibility design analyses</b>								
a. Geotechnical								
b. Estuarine hydrodynamics								
c. Sediment transport processes								
d. Assess reuse of dredged mat'l								
e. Perform feasibility design assessments								
f. Conduct local site monitoring for design								
<b>7. Select alternative &amp; complete final designs</b>								
a. Complete final designs								
b. Prepare plans and specifications								
<b>8. Implement Project</b>								
a. Prepare bid docs and select contractor								
b. Construct Twitchell Is. Project								
c. Initiate Project O & M								
<b>9. Project coordination and administration</b>								
a. DWR management & administration								
b. Management committee activities								
c. Inter-ag'cy, LTMS & CalFed coordination								
d. Disseminate public information, Tech Transfer								
e. Plan Phase 2 projects for Twitchell & Bradford	40	2000	2000	4000				4.000
<b>10. Monitoring</b>								
a. Design project monitoring program	50	2500	2500	5000				5.000
b. Implement monitoring program								
i-a. Biological monitoring (terrestrial)								
i-b. Benthic and aquatic monitoring								
ii. fluvial processes								
iii. Beneficial reuse of dredged mat'ls								
iv. Water quality								
<b>11. Reporting</b>								
a. Interim reporting	330	12870	12870	25740				25.740
b. Draft & Final Project summary reports	450	18900	18900	37800				37.800
c. Conference & symposium proceedings								
<b>Totals</b>	<b>4,858</b>	<b>\$186,210</b>	<b>\$186,210</b>	<b>\$372,420</b>	<b>\$75,000</b>	<b>\$86,000</b>	<b>\$30,200</b>	<b>\$563,620</b>

**Table IV-1, Cost Breakdown for Phase 1, Category 3 - Twitchell & Bradford Island Restoration Projects**  
**DWR Summary Sheet 3**

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits, Dollars	Overhead Labor (General Admin and Fee), \$	Labor Subtotal by Task, Dollars	Service Contracts, Dollars	Material and Acquisition Contracts, Dollars	Miscellaneous and Other Direct Costs, Dollars	Total Cost, \$1000
<b>Phase 1 - Category 3 Project: Proposed Tasks</b>								
1. Research								
a. Biomass accretion & beneficial reuse of dredged mat'l								
b. Water Quality Issues, including THM								
2. Establish Baseline Conditions								
a. Gather and assess information								
b. Develop topographic & bathymetric data & maps					265000			265
c. Develop baseline conditions					10000			10
3. Complete CEQA Requirements								
a. Conduct impact assessments								
b. Prepare EIR					200000			200
4. Obtain Permits	168	8400	21600	30000	45000			75
5. Acquire Twitchell & Bradford Island Project Sites								
a. Appraisal	84	4200	10800	15000				15
b. Negotiate and prepare contracts	140	7000	18000	25000				25
c. Purchase Twitchell Project Site & Bradford Island						5500000		5500
6. Perform feasibility design analyses								
a. Geotechnical					200000			200
b. Estuarine hydrodynamics								
c. Sediment transport processes								
d. Assess reuse of dredged mat'l	1120	56000	144000	200000				200
e. Perform feasibility design assessments								
f. Conduct local site monitoring for design	140	7000	18000	25000				25
7. Select alternative & complete final designs								
a. Complete final designs					45000			45
b. Prepare plans and specifications					87500			87.5
8. Implement Project								
a. Prepare bid docs and select contractor	168	8400	21600	30000	25000			55
b. Construct Twitchell Is. Project					130000	3850000		3980
c. Initiate Project O & M								
9. Project coordination and administration								
a. DWR management & administration	840	42000	108000	150000				150
b. Management committee activities	56	2800	7200	10000				10
c. Inter-ag'cy, LTMS & CalFed coordination	84	4200	10800	15000				15
d. Disseminate public information, Tech Transfer	34	1680	4320	6000				6
e. Plan Phase 2 projects for Twitchell & Bradford	140	7000	18000	25000				25
10. Monitoring								
a. Design project monitoring program								
b. Implement monitoring program								
i-a. Biological monitoring (terrestrial)	252	12600	32400	45000				45
i-b. Benthic and aquatic monitoring								
ii. fluvial processes	140	7000	18000	25000				25
iii. Beneficial reuse of dredged mat'l's	1680	84000	216000	300000				300
iv. Water quality	224	11200	28800	40000				40
11. Reporting								
a. Interim reporting	56	2800	7200	10000				10
b. Draft & Final Project summary reports	140	7000	18000	25000			25000	50
c. Conference & symposium proceedings	56	2800	7200	10000				10
<b>Total Costs</b>	<b>Total Hrs</b> 5,522	\$276,080	\$709,920	\$986,000	\$1,007,500	\$9,350,000	\$25,000	<b>Total Dollars</b> \$11,368,500
<b>Total Costs - Less DWR Contributions, in brackets</b>				(\$986,000)		(\$1,500,000)		\$8,882,500
<b>Total DWR Contributions =</b>				<b>\$2,486,000</b>				

**Table IV-1, Cost Breakdown for Phase 1, Category 3 - Twitchell & Bradford Island Restoration Projects**  
**USGS Summary Sheet 4**

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits, Dollars	Overhead Labor (General Admin and Fee), \$	Labor Subtotal by Task, Dollars	Service Contracts, Dollars	Material and Acquisition Contracts, Dollars	Miscellaneous and Other Direct Costs, Dollars	Total Cost, \$1000
<b>Phase 1 - Category 3 Project: Proposed Tasks</b>								
<b>1. Research</b>								
a. Biomass accretion & beneficial reuse of dredged mat'l	6264	130000	130000	260000			145000	405
b. Water Quality Issues, including THM	15531	370000	370000	740000			335000	1075
<b>2. Establish Baseline Conditions</b>								
a. Gather and assess information								
b. Develop topographic & bathymetric data & maps								
c. Develop baseline conditions	2220	67645	101354	168999			33709	202.708
<b>3. Complete CEQA Requirements</b>								
a. Conduct impact assessments								
b. Prepare EIR								
<b>4. Obtain Permits</b>								
<b>5. Acquire Twitchell &amp; Bradford Island Project Sites</b>								
a. Appraisal								
b. Negotiate and prepare contracts								
c. Purchase Twitchell Project Site & Bradford Island								
<b>6. Perform feasibility design analyses</b>								
a. Geotechnical								
b. Estuarine hydrodynamics								
c. Sediment transport processes								
d. Assess reuse of dredged mat'l								
e. Perform feasibility design assessments								
f. Conduct local site monitoring for design								
<b>7. Select alternative &amp; complete final designs</b>								
a. Complete final designs								
b. Prepare plans and specifications								
<b>8. Implement Project</b>								
a. Prepare bid docs and select contractor								
b. Construct Twitchell Is. Project								
c. Initiate Project O & M								
<b>9. Project coordination and administration</b>								
a. DWR management & administration								
b. Management committee activities								
c. Inter-ag'cy, LTMS & CalFed coordination								
d. Disseminate public information, Tech Transfer								
e. Plan Phase 2 projects for Twitchell & Bradford								
<b>10. Monitoring</b>								
a. Design project monitoring program								
b. Implement monitoring program								
i-a. Biological monitoring (terrestrial)								
i-b. Benthic and aquatic monitoring								
ii. fluvial processes	2220	67646	101355	169001			33709	202.71
iii. Beneficial reuse of dredged mat'ls								
iv. Water quality								
<b>11. Reporting</b>								
a. Interim reporting								
b. Draft & Final Project summary reports								
c. Conference & symposium proceedings								
<b>Totals</b>	<b>Total Hrs</b> 26,235	\$635,291	\$702,709	\$1,338,000			\$547,418	<b>Total Dollars</b> \$1,885,418

**Table IV-1, Cost Breakdown for Phase 1, Category 3 - Twitchell & Bradford Island Restoration Projects**  
**NHC Summary Sheet 5**

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits, Dollars	Overhead Labor (General Admin and Fee), \$	Labor Subtotal by Task, Dollars	Service Contracts, Dollars	Material and Acquisition Contracts, Dollars	Miscellaneous and Other Direct Costs, Dollars	Total Cost, \$1000
<b>Phase 1 - Category 3 Project: Proposed Tasks</b>								
1. Research								
a. Biomass accretion & beneficial reuse of dredged mat'l	24	1253	1436	2689			194	2.883
b. Water Quality Issues, including THM	24	1253	1436	2689			194	2.883
2. Establish Baseline Conditions								
a. Gather and assess information	190	9917	11365	21282			5035	26.317
b. Develop topographic & bathymetric data & maps	620	32361	37086	69447			13185	82.632
c. Develop baseline conditions	795	41495	47554	89049			15950	104.999
3. Complete CEQA Requirements								
a. Conduct impact assessments	420	21922	25123	47045			3387	50.432
b. Prepare EIR	90	4698	5383	10081			726	10.807
4. Obtain Permits	88	4593	5264	9857			710	10.567
5. Acquire Twitchell & Bradford Island Project Sites								
a. Appraisal								
b. Negotiate and prepare contracts								
c. Purchase Twitchell Project Site & Bradford Island								
6. Perform feasibility design analyses								
a. Geotechnical	44	2297	2632	4929			355	5.284
b. Estuarine hydrodynamics (num. & phys. modeling)	1320	68897	78957	147854			18950	166.804
c. Sediment transport processes (num & phys moding)	1450	75683	86733	162416			28795	191.211
d. Assess reuse of dredged mat'l	40	2088	2393	4481			323	4.804
e. Perform feasibility design assessments(num & Phys mo	720	37580	43068	80648			25675	106.323
f. Conduct local site monitoring for design	160	8351	9571	17922			2350	20.272
7. Select alternative & complete final designs								
a. Complete final designs	295	15398	17646	33044			3635	36.679
b. Prepare plans and specifications	1810	94473	108267	202740			22301	225.041
8. Implement Project								
a. Prepare bid docs and select contractor	90	4698	5383	10081			726	10.807
b. Construct Twitchell Is. Project (Construction Review)	200	10439	11963	22402			1613	24.015
c. Initiate Project O & M (review O&M docs)	40	2088	2393	4481			323	4.804
9. Project coordination and administration								
a. DWR management & administration								
b. Management committee activities	36	1879	2153	4032			290	4.322
c. Inter-ag'cy, LTMS & CalFed coordination	120	6263	7178	13441			968	14.409
d. Disseminate public information, Tech Transfer	96	5011	5742	10753			2275	13.028
e. Plan Phase 2 projects for Twitchell & Bradford	210	10961	12561	23522			1694	25.216
10. Monitoring								
a. Design project monitoring program	80	4176	4785	8961			645	9.606
b. Implement monitoring program								
i-a. Biological monitoring (terrestrial)	16	835	957	1792			129	1.921
i-b. Benthic and aquatic monitoring	16	835	957	1792			129	1.921
ii. fluvial processes	120	6263	7178	13441			5170	18.611
iii. Beneficial reuse of dredged mat'ls	24	1253	1436	2689			194	2.883
iv. Water quality	24	1253	1436	2689			194	2.883
11. Reporting								
a. Interim reporting	136	7099	8135	15234			2975	18.209
b. Draft & Final Project summary reports	220	11483	13160	24643			8750	33.393
c. Conference & symposium proceedings	100	5220	5982	11202			3925	15.127
<b>Totals</b>	<b>9,618</b>	<b>\$502,012</b>	<b>\$575,312</b>	<b>\$1,077,328</b>			<b>\$171,765</b>	<b>\$1,249,093</b>

**Table IV-1, Cost Breakdown for Phase 1, Category 3 - Twitchell & Bradford Island Restoration Projects**  
**PWA Summary Sheet 6**

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits, Dollars	Overhead Labor (General Admin and Fee), \$	Labor Subtotal by Task, Dollars	Service Contracts, Dollars	Material and Acquisition Contracts, Dollars	Miscellaneous and Other Direct Costs, Dollars	Total Cost, \$1000
<b>Phase 1, Category 3 Project: Proposed Tasks</b>								
1. Research								
a. Biomass accretion & beneficial reuse of dredged mat'l								
b. Water Quality Issues, including THM								
2. Establish Baseline Conditions								
a. Gather and assess information	144	5138	7237	12375			500	12.875
b. Develop topographic & bathymetric data & maps					10000			10
c. Develop baseline conditions	152	4951	6972	11923	15000		3825	30.748
3. Complete CEQA Requirements								
a. Conduct impact assessments	200	7962	11214	19176			320	19.496
b. Prepare EIR	56	1966	2769	4735			225	4.96
4. Obtain Permits								
5. Acquire Twitchell & Bradford Island Project Sites								
a. Appraisal								
b. Negotiate and prepare contracts								
c. Purchase Twitchell Project Site & Bradford Island								
6. Perform feasibility design analyses								
a. Geotechnical								
b. Estuarine hydrodynamics	120	4623	6511	11134			200	11.334
c. Sediment transport processes	120	4623	6511	11134			200	11.334
d. Assess reuse of dredged mat'l								
e. Perform feasibility design assessments								
f. Conduct local site monitoring for design								
7. Select alternative & complete final designs								
a. Complete final designs	512	19964	28118	48082			1500	49.582
b. Prepare plans and specifications	100	3900	5492	9392			1500	10.892
8. Implement Project								
a. Prepare bid docs and select contractor								
b. Construct Twitchell Is. Project								
c. Initiate Project O & M								
9. Project coordination and administration								
a. DWR management & administration								
b. Management committee activities								
c. Inter-ag'cy, LTMS & CalFed coordination								
d. Disseminate public information, Tech Transfer								
e. Plan Phase 2 projects for Twitchell & Bradford	120	4623	6511	11134			200	11.334
10. Monitoring								
a. Design project monitoring program	96	3435	4838	8273			100	8.373
b. Implement monitoring program								
i-a. Biological monitoring (terrestrial)								
i-b. Benthic and aquatic monitoring								
ii. fluvial processes								
iii. Beneficial reuse of dredged mat'l's								
iv. Water quality								
11. Reporting								
a. Interim reporting	96	3436	4838	8274			200	8.474
b. Draft & Final Project summary reports	168	5898	8306	14204			500	14.704
c. Conference & symposium proceedings								
<b>Totals</b>	<b>Total Hrs</b> 1,884.00	\$70,519	\$99,317	\$169,836	\$25,000		\$9,270	<b>Total Dollars</b> \$204,106



## **ATTACHMENTS A**

**Compliance with Standard Terms and Conditions**

Item

**NONDISCRIMINATION COMPLIANCE STATEMENT**

Natural Heritage Institute

COMPANY NAME

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

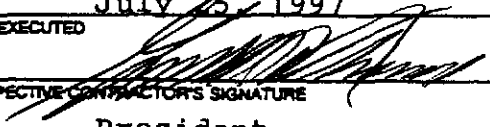
Gregory A. Thomas

OFFICIAL'S NAME

July 25, 1997

DATE EXECUTED

San Francisco  
EXECUTED IN THE COUNTY OF

  
PROSPECTIVE CONTRACTOR'S SIGNATURE

President

PROSPECTIVE CONTRACTOR'S TITLE

Natural Heritage Institute

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

## NONDISCRIMINATION COMPLIANCE STATEMENT

COMPANY NAME

Steven J. Devereel

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

## CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

OFFICIAL'S NAME

Steven J. Devereel

DATE EXECUTED

7-24-97

EXECUTED IN THE COUNTY OF

Yolo

PROSPECTIVE CONTRACTOR'S SIGNATURE



PROSPECTIVE CONTRACTOR'S TITLE

Principal

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Steven J. Devereel

**1. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS  
PHILIP WILLIAMS & ASSOCIATES, LTD.**

The required terms and conditions for a Service Contract have been reviewed. The following forms are attached:

- Item 8, Non Discrimination Compliance Statement
- Item 12, Small Business Preference Statement.

We request consideration of the following deviations from the Attachment D Terms & Conditions:

Section 8. Rights in Data: Whereas data and information obtained or received under contract shall be in the public domain, PWA would not be able to disclose or permit use of proprietary software subject to licensing or copyright restrictions. In addition, we wish to limit our liability for misuse or inappropriate use of PWA generated materials for purposes outside the contract given the fact such information will be in the public domain. Therefore, we request the following language to be added to this section: "Proprietary computer software and its applications, unless expressly developed as a work product for use by the Client as part of the scope of services, remains the property of PWA or the software developer. Further, reports, recommendations and other materials resulting from PWA's efforts are intended solely for purposes of this Agreement; any reuse or modification by Client or others for purposes outside this agreement without PWA's written permission shall be at the user's sole risk."

Section 9. Indemnification: PWA requests to limit the indemnification to claims or losses resulting from our negligent performance. Further, we will request that PWA is indemnified and held harmless from claims or losses resulting from the negligent acts or omissions of other parties not under our control.

Section 11. In the event of termination for default, it is customary that the maximum costs applied to a Contractor be limited to the total contract amount. Under the current language a contractor could have unlimited liability which is not insurable nor appropriate (i.e., a Contractor could be asked to pay the State \$100,000 to hire someone else to complete a contract originally executed for \$20,000.)

Section 12. We request the substitute language for this section to read: "Without the written consent of the other party, neither the State nor the Contractor may assign this agreement in whole or in part."

In Attachment "D1: Standard Clauses", PWA will request the following modifications:

Termination Clause: Delete "The State" in sentence 1 and substitute "Either party" may terminate this contract without cause upon 30 days' advance written notice.

## NONDISCRIMINATION COMPLIANCE STATEMENT

COMPANY NAME

Philip Williams & Associates, Ltd.

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

## CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

JEFFREY P. HARTNER

DATE EXECUTED

7/22/97

EXECUTED IN THE COUNTY OF

SAN FRANCISCO

PROSPECTIVE CONTRACTOR'S SIGNATURE



PROSPECTIVE CONTRACTOR'S TITLE

PRINCIPAL

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Philip Williams & Associates, Ltd.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES -  
SMALL BUSINESS PREFERENCE AND CONTRACTOR IDENTIFICATION NUMBER****NOTICE TO ALL BIDDERS:**

Section 14835, et. seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations within law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. seq. A copy of the regulations is available upon request. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 822-6060. To claim the small business preference, you must submit a copy of your certification approval letter with your bid.

Are you claiming preference as a small business?

\_\_\_\_\_ Yes\*

  /   No

\*Attach a copy of your certification approval letter.

## **Northwest Hydraulic Consultants, Inc.**

### **1. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS**

The required terms and conditions for a Service Contract have been reviewed. The following forms are attached:

- Item 8, Non Discrimination Compliance Statement
- Item 12, Small Business Preference Statement

Northwest Hydraulic Consultants, Inc (nhc) requests consideration of the following deviations from the Attachment D Terms & Conditions:

Section 8. Rights in Data: Whereas data and information obtained or received under contract shall be in the public domain, nhc would not be able to disclose or permit use of proprietary software subject to licensing or copyright restrictions. In addition, we wish to limit our liability for misuse or inappropriate use of nhc generated materials for purposes outside the contract given the fact such information will be in the public domain. Therefore, we request the following language to be added to this section: "Proprietary computer software and its applications, unless expressly developed as work product for use by the Client as part of the scope of services, remains the property of nhc or the software developer. Further, reports, recommendations and other materials resulting from nhc's efforts are intended solely for purposes of this Agreement; any reuse of, or modification by Client or others for purposes outside this agreement without nhc's written permission shall be at the user's sole risk."

Section 9. Indemnification: nhc requests to limit the indemnification to claims or losses resulting from our negligent performance. Further, we will request that nhc is indemnified and held harmless from claims or losses resulting from negligent acts or omissions of other parties not under our control.

Section 11. In the event of termination for default, it is customary that the maximum costs applied to a Contractor be limited to the total contract amount. Under the current language a contract could have unlimited liability which is not insurable nor appropriate (i.e., a Contractor could be asked to pay the State \$100,000 to hire someone else to complete a contract originally executed for \$20,000.)

Section 12. We request the substitute language for this section to read: "Without the written consent of the other party, neither the State nor the Contractor may assign this agreement in whole or in part."

In attachment "D1: Standard Clauses" nhc will request the following modifications:

Termination Clause: Delete "The State" in sentence 1 and substitute "Either party" may terminate this contract without cause upon 30 days' advance written notice.

## NONDISCRIMINATION COMPLIANCE STATEMENT

COMPANY NAME

Northwest Hydraulic Consultants, Inc.

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

## CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

OFFICIAL'S NAME

Robert C. MacArthur

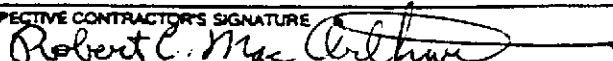
DATE EXECUTED

7-23-97

EXECUTED IN THE COUNTY OF

Yolo

PROSPECTIVE CONTRACTOR'S SIGNATURE



PROSPECTIVE CONTRACTOR'S TITLE

Principal

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Northwest Hydraulic Consultants, Inc.



Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES --  
SMALL BUSINESS PREFERENCE AND CONTRACTOR IDENTIFICATION NUMBER****NOTICE TO ALL BIDDERS:**

Section 14835, et. seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. seq. A copy of the regulations is available upon request. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-5060. To claim the small business preference, you must submit a copy of your certification approval letter with your bid.

Are you claiming preference as a small business?

\_\_\_\_\_ Yes\*                        X   No

\*Attach a copy of your certification approval letter.

NORTHWEST HYDRAULIC CONSULTANTS INC  
3950 Industrial Blvd., Suite 100C  
West Sacramento, CA 95691-3430

*Robert C. MacArthur*  
Principal

**ATTACHMENTS B**

**Project Support Letters**

# LONG TERM MANAGEMENT STRATEGY



July 18, 1997

Lester Snow  
Executive Director  
CALFED Bay Delta Program  
1416 Ninth Street, Suite 1155  
Sacramento, CA 95814

Dear Mr. Snow:

The undersigned State and Federal agencies are working on the Long Term Management Strategy (LTMS) for dredged material in the San Francisco Bay Region. Two project proposals submitted in response to the Category III Request for Proposals (RFP), the *Learning Laboratory for Restoring Subsidized Land* and the *Hamilton Army Airfield Wetlands Restoration Projects*, meet both CALFED and LTMS goals.

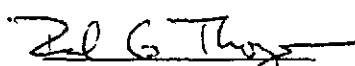
Both of these projects will benefit CALFED priority habitats and priority species, including anadromous fish and migratory birds, through ecosystem restoration. Both projects use dredged material for beneficial uses and fulfill the LTMS goal of maximizing the use of dredged material as a resource. Reducing the amount of dredged material disposed in the Estuary is critical to reducing the impacts to anadromous fish that use the Bay/Delta. Both projects also have multiple partners and opportunities for cost-sharing including cost sharing for use of dredged material.

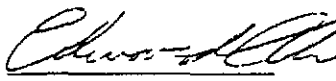
In particular, the Hamilton project will provide for the restoration of up to 2500 acres of seasonal and tidal wetlands combined. It is an important project to the LTMS agencies in that LTMS needs an upland site as soon as possible and it has a huge capacity for dredged material. If we do not act now, we will lose this restoration opportunity due to the end of the Base Realignment and Closure (BRAC) process. In addition, if the Bel Marin Keys property is to be included in this project, it must be purchased as soon as possible.

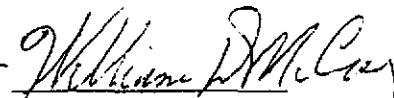
The Learning Laboratory Project will show how island restoration can optimally benefit from the use of dredged material, will promote the use of dredged material normally disposed of in the Delta and potentially at the Suisun Bay Disposal Site, will provide an invaluable lesson in understanding what can be done to restore Delta Islands.

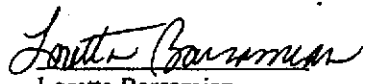
We believe that both of these projects will greatly benefit CALFED and LTMS goals bringing even greater benefits to the environment. We thank you for your consideration.

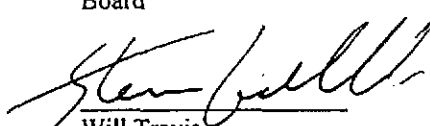
Sincerely,

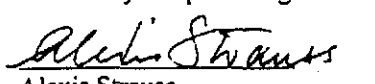
  
Richard G. Thompson  
Lt. Col., U.S. Army  
District Engineer  
U.S. Army Engineer District

  
Walt Pettit  
Executive Director  
State Water Resources Control  
Board

  
William D. McCoy  
Chief of Operations and  
Readiness  
South Pacific Division  
U.S. Army Corps of Engineers

  
Loretta Barsamian  
Executive Officer  
Regional Water Quality Control  
Board

  
Will Travis  
Executive Director  
San Francisco Bay Conservation  
and Development Commission

  
Alexis Strauss  
Acting Director, Water Division  
U.S. Environmental Protection  
Agency

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SANTA BARBARA • SANTA CRUZ

DIRECTOR  
PUBLIC SERVICE RESEARCH PROGRAM  
(916) 752-7823  
FAX: (916) 752-7748

DAVIS, CALIFORNIA 95616-9688

July 25, 1997

Lester Snow  
Executive Director  
CALFED Bay-Delta Program  
1416 Ninth Street, Suite 1155  
Sacramento, CA 95814

Dear Lester:

I am writing to express strong support for the proposal being submitted for CALFED Category III funding by the Natural Heritage Institute and others: "A Learning Laboratory for Restoring Subsidized Land in the Delta."

We believe this is an extremely important issue in the overall context of ecosystem restoration in the Bay-Delta. A research briefing on Flood/Water Management and Ecological Restoration was presented last month as an element of the Memorandum of Understanding between the Resources Agency and UC Davis. Participants included CALFED's Dick Daniel, Mary Selkirk, Chair of the Ecosystem Restoration Workgroup, and a number of other knowledgeable and experienced individuals. The issue of restoring subsidized land received a great deal of emphasis in the discussion at this briefing.

We are particularly interested in the elements of the proposal which deal with an international symposium. We believe there may be a great deal to learn from colleagues who are dealing with similar issues in other parts of the country and the world. Several of us at UC Davis have been exploring the idea of an international symposium on tidal fresh water marsh restoration and we would welcome the opportunity to work with the Natural Heritage Institute and others in presenting such a symposium.

Best regards,

A handwritten signature in dark ink, appearing to read "Dennis".

Dennis Pendleton  
Director  
Public Service Research Program

7/24/97

Mr. Curt Schmutte  
Department of Water Resources  
3251 "S" Street  
Sacramento, CA 95816

Dear Curt,

I have recently learned of the State's interest in the acquisition of Bradford Island involving the use of Category 3 funds for environmental restoration of the Delta.

Due to the fact that the existence of Bradford Island is recognized as not only critical to the quality of the State's water, but also to the integrity of the present Delta ecosystem, it is logical that the island should revert to public ownership.

Over the past twenty years, we have witnessed the degradation of Bradford Island due to the financial constraints borne by the District. Presently, the State is heavily involved with it's assistance maintaining the levees. It appears that one of the best options the reclamation district may have is to encourage urban development on the island in order to enhance it's tax base. As a landowner, I do not look favorably to that future, as the costs will be beyond the means of the larger parcels to bear unless they also wish to develop their property.

With this in mind I have taken the liberty, at short notice, to contact several of the parcel owners on the island as to their interest in the acquisition of their land by the state for environmental restoration. As of this point, approximately one third of the island is excited about the concept and are willing to entertain an offer with the understanding that land will revert to the restoration of fisheries, the aquatic habitat and restoration of the Delta environment. I have positive feelings that given more time and had the balance of the principal property owners been contacted, they too would also be equally enthused.

Sincerely,



Brent Gilbert  
BG/bg